

UNITED STATES DISTRICT COURT
for the
DISTRICT OF NEW JERSEY

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2019-CSO, COMMERCIAL MORTGAGE PASSTHROUGH CERTIFICATES, SERIES 2019-CSO, acting by and through Rialto Capital Advisors, LLC, as Special Servicer under the Pooling and Servicing Agreement dated as of May 1, 2019,

Plaintiff

- a g a i n s t -

24 COMMERCE STREET LLC; M.P. MANAGEMENT LLC; BBF PARTNERS LLC; and “JOHN DOE” NO. 1 THROUGH “JOHN DOE” NO. 100,

Defendants.

Case No. 2:21-CV-05498-JMV-JBC

CIVIL ACTION

ANSWER TO COMPLAINT

Defendants, M.P. MANAGEMENT LLC (“M.P. Mgmt”) by way of Answer to Plaintiff’s Complaint, says:

PARTIES, JURISDICTION AND VENUE

1. The allegations set forth in Paragraph 1 of the Complaint are premised on legal conclusions - or terms that are predicated on legal concepts - requiring no response. To the extent a response is required, Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint.

2. The allegations set forth in Paragraph 2 of the Complaint are premised on legal conclusions - or terms that are predicated on legal concepts - requiring no response. To the extent

a response is required, Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the Complaint.

3. The allegations set forth in Paragraph 3 of the Complaint are premised on legal conclusions - or terms that are predicated on legal concepts - requiring no response. To the extent a response is required, Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Complaint.

4. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the Complaint.

5. Defendant admits the allegations contained in Paragraph 5 of the Complaint but denies that it is a New Jersey resident.

6. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of the Complaint.

7. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the Complaint.

8. The allegations set forth in Paragraph 8 of the Complaint are premised on legal conclusions - or terms that are predicated on legal concepts - requiring no response. To the extent a response is required, Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the Complaint.

9. The allegations set forth in Paragraph 9 of the Complaint are premised on legal conclusions - or terms that are predicated on legal concepts - requiring no response. To the extent a response is required, Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the Complaint.

AS TO THE FIRST COUNT

10. Defendant repeats and realleges its responses to each and every allegation contained in the foregoing Paragraphs 1-9 as if fully set forth at length herein.

11. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Complaint.

12. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of the Complaint.

13. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the Complaint.

14. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of the Complaint.

15. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of the Complaint.

16. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of the Complaint.

17. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of the Complaint.

18. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of the Complaint.

19. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of the Complaint.

20. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of the Complaint.

21. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of the Complaint.

22. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of the Complaint.

23. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of the Complaint.

24. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of the Complaint.

25. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of the Complaint.

26. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the Complaint.

27. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Complaint.

28. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint.

29. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the Complaint.

30. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of the Complaint.

31. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of the Complaint.

32. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of the Complaint.

33. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of the Complaint.

34. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of the Complaint.

35. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 of the Complaint.

36. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of the Complaint.

37. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of the Complaint.

38. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of the Complaint.

39. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of the Complaint.

40. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of the Complaint.

41. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 of the Complaint.

42. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of the Complaint.

43. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of the Complaint.

44. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of the Complaint.

45. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 of the Complaint.

46. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46 of the Complaint.

47. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47 of the Complaint.

48. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48 of the Complaint.

49. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49 of the Complaint.

50. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50 of the Complaint.

51. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 51 of the Complaint.

52. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 of the Complaint.

53. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 of the Complaint.

54. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 of the Complaint.

55. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of the Complaint.

56. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 56 of the Complaint.

57. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of the Complaint.

58. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58 of the Complaint.

59. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 59 of the Complaint.

60. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of the Complaint.

61. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 61 of the Complaint.

62. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of the Complaint.

63. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of the Complaint.

64. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64 of the Complaint.

65. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 of the Complaint.

66. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 66 of the Complaint.

AS TO THE SECOND COUNT

67. Defendant repeats and realleges its responses to each and every allegation contained in the foregoing Paragraphs 1-66 as if fully set forth at length herein.

68. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 68 of the Complaint.

69. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 69 of the Complaint.

70. The allegations set forth in Paragraph 70 of the Complaint are premised on legal conclusions - or terms that are predicated on legal concepts - requiring no response. To the extent a response is required, Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 70 of the Complaint.

71. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 71 of the Complaint.

72. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 72 of the Complaint.

73. The allegations set forth in Paragraph 73 of the Complaint are premised on legal conclusions - or terms that are predicated on legal concepts - requiring no response. To the extent a response is required, Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 73 of the Complaint.

AS TO THE THIRD COUNT

74. Defendant repeats and realleges its responses to each and every allegation contained in the foregoing Paragraphs 1-73 as if fully set forth at length herein.

75. The allegations set forth in Paragraph 75 of the Complaint are premised on legal conclusions - or terms that are predicated on legal concepts - requiring no response. To the extent a response is required, Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 75 of the Complaint.

76. The allegations set forth in Paragraph 76 of the Complaint are premised on legal conclusions - or terms that are predicated on legal concepts - requiring no response. To the extent a response is required, Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of the Complaint.

77. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 of the Complaint.

78. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 78 of the Complaint.

AS TO THE FOURTH COUNT

79. Defendant repeats and realleges its responses to each and every allegation contained in the foregoing Paragraphs 1-78 as if fully set forth at length herein.

80. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 80 of the Complaint.

81. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 81 of the Complaint.

AFFIRMATIVE DEFENSES

Defendants without admitting any liability, hereby asserts the following defenses:

First Affirmative Defense

The Complaint, and each claim for relief alleged therein, fails to state a claim upon which relief can be granted.

Second Affirmative Defense

Plaintiff failed to serve the predicate notice required by the subject Note, Mortgage and other instruments to properly declare a default or to permit it to bring this action.

Third Affirmative Defense

Plaintiff failed to comply with the notice requirements and applicable law to properly declare a default or to permit it to bring this action.

Fourth Affirmative Defense

Plaintiff is not the holder or assignee of the “Note,” “Mortgage,” and related “Loan Documents” and therefore lacks standing to prosecute the claims asserted in the Complaint due to void and ineffective assignments and/or the lack of delivery of the requisite Loan Documents.

Fifth Affirmative Defense

The assignments upon which Plaintiff relies were facially defective and entered into without proper authority.

Sixth Affirmative Defense

Plaintiff is not the real party in interest in the subject Note and Mortgage, and otherwise lacks standing or capacity to sue either by virtue of the underlying documents or as a result of fatally defective assignments.

Seventh Affirmative Defense

Plaintiff's claims are barred by waiver, laches, and/or the applicable statutes of limitation.

Eighth Affirmative Defense

Plaintiff's claims are barred because it failed to mitigate its alleged damages.

Ninth Affirmative Defense

Plaintiff's claims are barred because it failed to act in a commercially reasonable manner and in a manner consistent with the covenant of good faith and fair dealing implied in the various "Loan Documents," which failure caused Defendant substantial harm.

Tenth Affirmative Defense

Plaintiff's claims are barred by the course of conduct between the parties.

Eleventh Affirmative Defense

Plaintiff's claims, to the extent they rely on a security interest, are barred, either in whole or in part, because Plaintiff has failed to act in a "commercially reasonable manner" pursuant to Article 9 of the Uniform Commercial Code.

Twelfth Affirmative Defense

Any purported damages sustained by Plaintiff are subject to Defendant's rights of set-off and recoupment.

Thirteenth Affirmative Defense

Plaintiff's injuries and/or damages, if any, were directly and proximately caused by the unforeseeable, superseding, and/or intervening acts and omissions of third-parties over whom Defendant is not responsible nor possesses any control.

Fourteenth Affirmative Defense

To the extent the Plaintiff sustained any injury, same was caused in whole or in part by Plaintiff's own negligence, willful misconduct, breach of contract and/or other intentional and/or reckless conduct.

Fifteenth Affirmative Defense

Plaintiff is barred from obtaining the relief sought in its Complaint against the Defendants by application of the doctrines of waiver, laches, estoppel, and ratification.

Sixteenth Affirmative Defense

Plaintiff's claims are barred by the doctrine of laches and/or the doctrine of avoidable consequences.

Seventeenth Affirmative Defense

Plaintiff breached its own contractual obligations and failed to perform necessary elements of the Mortgage, and such failures and/or breaches nullified its purported Mortgage.

Eighteenth Affirmative Defense

Plaintiff is barred from recovery under the doctrine of waiver, particularly since it acted in bad faith.

Nineteenth Affirmative Defense

Defendant hereby gives notice that it intends to rely upon such other defenses as may become available or apparent during the course of discovery and thus reserves the right to amend its Answer to assert such defenses.

WHEREFORE, M.P. demands judgment dismissing the claims in the Complaint with prejudice and awarding costs of suit, including attorneys' fees, and all other relief this Court may deem just and equitable.

Dated: June 1, 2021
Englewood, New Jersey



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